

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Slade Gorton & Co., Inc.		11/30/2006	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Association:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2844714	THE FINEST AND WIDEST LINE OF SEAFOOD ANYWHERE
Registration Number:	2554160	GOURMET BAY
Serial Number:	78651672	MANTA RAY BAY
Serial Number:	78654031	MANTA RAY BAY
Registration Number:	2298341	ROCKY BAY
Registration Number:	2760609	SLADE GORTON INTERACTIVE SEAFOOD GUIDE
Registration Number:	2507238	SOUNDINGS
Registration Number:	2957973	STRATASEA
Registration Number:	2516622	TROPIC-FAIR
Registration Number:	2870516	WATER LILY

**CORRESPONDENCE DATA**

Fax Number: (617)316-8263  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Phone: 617.239.0632  
Email: agrandy@eapdlaw.com  
Correspondent Name: Adam M. Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	51442-101
NAME OF SUBMITTER:	Adam M. Grandy
Signature:	/Adam M. Grandy/
Date:	03/01/2007

**Total Attachments: 5**

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SECURITY AGREEMENT (TRADEMARKS)  
(the "Trademark Security Agreement")

WHEREAS Slade Gorton & Co., Inc., a Massachusetts corporation (the "Pledgor"), having an address at 225 Southampton Street, Boston, MA 02118, is the owner and user, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS the Pledgor is a borrower under the terms of that certain amended and restated loan agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Pledgor and Bank of America, N.A. (the "Bank");

WHEREAS the Pledgor is a party to that certain Amended and Restated Security Agreement, dated as of November 30, 2006 (as amended from time to time, the "Security Agreement") between Pledgor, as grantor thereunder, and the Bank, pursuant to which the Pledgor has granted to the Bank a security interest in, among other things, the Trademarks;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Bank shall have the rights and remedies set forth in the Security Agreement, including, without limitation, the right to exercise its remedies under the Security Agreement with respect to all of the Pledgor's right, title and interest in and to the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor and the Bank hereby agree as follows:

The Pledgor hereby reconfirms the terms of the Security Agreement. The Pledgor further hereby grants to the Bank a security interest in all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The grant of a security interest in the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.

This Trademark Security Agreement has been entered into in connection with the Security Agreement, and the Pledgor and the Bank hereby acknowledge and agree that the grant of the security interest hereunder to the Bank and the rights and remedies of the Bank with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Trademark Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

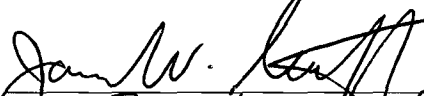
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each of the Pledgor and the Bank has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of November, 2006.

PLEDGOR:

SLADE GORTON & CO., INC.

By:   
Name: James W. Stauffer  
Title: Exec VP / CFO

BANK:

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: Jean S. Manthorne  
Title: Senior Vice President

IN WITNESS WHEREOF, each of the Pledgor and the Bank has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the 30th day of November, 2006.

PLEDGOR:

SLADE GORTON & CO., INC.

By: \_\_\_\_\_

Name:

Title:

BANK:

BANK OF AMERICA, N.A.

By: Jean S. Manthorne

Name: Jean S. Manthorne

Title: Senior Vice President

SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)

REGISTERED TRADEMARKS

Trademark	Registration/Serial Number	Country
THE FINEST AND WIDEST LINE OF SEAFOOD ANYWHERE	2,844,714	USA
GOURMET BAY	2,554,160	USA
MANTA RAY BAY	78/651,672	USA
MANTA RAY BAY (AND DESIGN)	78,654,031	USA
ROCKY BAY	2,298,341	USA
SLADE GORTON INTERACTIVE SEAFOOD GUIDE	2,760,609	USA
SOUNDINGS	2,507,238	USA
STRATASEA	2,957,973	USA
TROPIC-FAIR	2,516,622	USA
WATER LILY	2,870,516	USA

PENDING TRADEMARKS

Trademark	Serial Number	Country

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